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ATTORNEYS FOR FREUDENBERG-NOK  
GENERAL PARTNERSHIP, *ET AL.*

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK** x

In re

Chapter 11

MOTORS LIQUIDATION COMPANY, *et al.*,  
f/k/a General Motors Corp., *et al.*,

Case No. 09-50026  
(Jointly Administered)

x

Debtors.

**SECOND AMENDMENT TO LIMITED OBJECTION BY FREUDENBERG-NOK  
GENERAL PARTNERSHIP, *ET AL.*, TO NOTICE OF (I) DEBTORS' INTENT TO  
ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED  
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY AND (II) CURE COSTS RELATED THERETO**

(i) Freudenberg-NOK General Partnership; (ii) Freudenberg-NOK, Inc.; (iii)

Freudenberg-NOK de Mexico, S.A. de C.V.; (iv) Vibracoustic De Mexico S.A. de C.V.; (v)

Vibracoustic GMBH & Co. KG; (vi) Vibracoustic Polska Sp. z.o.o.; (vii) Sigma Vibracoustic

(India) Private Limited; (viii) Beltan Vibracoustic A.S.; (ix) Freudenberg Nonwovens L.P.; (x)

Freudenberg FCCT KG; (xi) Freudenberg Filtration Technologies, L.P. (xii) Freudenberg SAS;

and (xiii) Freudenberg & Co. KG (collectively, "Objecting Parties") file this second amendment

to their limited objection ("Objection") [Docket # 1287] to Notice of (I) Debtors' Intent to

Assume and Assign Certain Executory Contracts and Unexpired Leases of Personal Property,

and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto, as follows:

1. In their Objection, Objecting Parties listed the following entities as the correct counterparties to contracts with Debtors, and they listed the corresponding cure amounts:

- (i) Freudenberg-NOK General Partnership, - - \$2,825,938.16;
- (ii) Freudenberg-NOK, Inc., - - \$42,703.47;
- (iii) Freudenberg-NOK de Mexico, S.A. de C.V., - - \$17,981.36;
- (iv) Vibracoustic GMBH & Co. KG, - - €1,849;
- (v) Vibracoustic Polska Sp. z.o.o., - - PLN 467,759.61;
- (vi) Sigma Vibracoustic (India) Private Limited, - - €96,602.70 [*not listed on website*];
- (vii) Beltan Vibracoustic A.S., - - €218,000 [*not listed on website*];
- (viii) Freudenberg Nonwovens LP, as reseller of goods produced by Freudenberg FCCT KG, - - \$8,400.00; and
- (ix) Freudenberg Filtration Technologies, L.P., - - \$87,158.74 [*not listed on website*].

2. On June 18, 2009, Objecting Parties amended the Objection (“First Amendment”) to revise their list of correct counterparties and corresponding cure amount as follows (with the revised cure amount in bold):

- (i) Freudenberg-NOK General Partnership, - - \$1,756,159.47 (**reduced from \$2,825,938.16 to reflect payment to be received on July 2, 2009 from the GM Supplier Support Program**);
- (ii) Freudenberg-NOK, Inc., - - \$42,703.47;
- (iii) Freudenberg-NOK de Mexico, S.A. de C.V., - - \$17,981.36;
- (iv) Vibracoustic GMBH & Co. KG, - - €1,849;
- (v) Vibracoustic Polska Sp. z.o.o., - - PLN 467,759.61;

- (vi) Sigma Vibracoustic (India) Private Limited, - - **€337,822.70 (reduced from €896,602.70) [not listed on website];**
- (vii) Beltan Vibracoustic A.S., - - €218,000 [*not listed on website*];
- (viii) Freudenberg Nonwovens LP, as reseller of goods produced by Freudenberg FCCT KG, - - \$8,400.00; and
- (ix) Freudenberg Filtration Technologies, L.P., - - \$87,158.74 [*not listed on website*].

3. Since the First Amendment, Debtors sent Objecting Parties a Second Notice of Debtors' Intent to Assume and Assign Additional Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property ("Second Notice").

4. While the Second Notice is dated June 15, 2009 and requires a response within 10 days after the date of the Second Notice, Objecting Parties received the Second Notice after the response deadline. Because Objecting Parties did not receive the Second Notice until after the response deadline, Objecting Parties file this objection within 10 days of their actual receipt of the Second Notice.

5. As with their initial Assignment Notice (as defined in the Objection), Debtors' Second Notice incorrectly identifies the counterparties and corresponding cure amounts.

6. Objecting Parties, therefore, object to Debtors' Second Notice and again request that Debtors properly identify all executory contracts and correct counterparties and pay the cure amounts stated above in connection with the assumption and assignment of any agreements.

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